EXHIBIT H

to ADVANCEME INC.'S OPENING CLAIM **CONSTRUCTION BRIEF**



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PIRST NAMED INVENTOR ATTORNEY DOCKET NO. FILING DATE APPLICATION NO. JOHNSON ₿ 100-MHL 08/890,398 07/09/97 EXAMINER ٦ LMC1/0810 PATENT ADMINISTRATOR TESTA HURWITZ & THIBEAULT MYHRE, J PAPER NUMBER ARTUNIT HIGH STREET TOWER 125 HIGH STREET BOSTON MA 02110 2767 DATE MAILED: 08/10/00

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Paper No. 19

BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

Application Number: 08/890,398 Filing Date: July 9, 1997 Appellant(s): Johnson

Case 6:05-cv-00424-LED

John V. Forcier For Appellant

EXAMINER'S ANSWER

This is in response to appellant's brief on appeal filed June 7, 2000.

Real Party in Interest (1)

A statement identifying the real party in interest is contained in the brief.

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Serial Number: 08/890,398

(2) Related Appeals and Interferences

A statement identifying the related appeals and interferences which will directly affect or be directly affected by or have a bearing on the decision in the pending appeal is contained in the brief.

Status of Claims (3)

The statement of the status of the claims contained in the brief is correct.

Status of Amendments After Final (4)

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Invention

The summary of invention contained in the brief is correct.

(6) Issues

The appellant's statement of the issues in the brief is correct.

(7) Grouping of Claims

Appellant's brief includes a statement that claims 1-19 stand or fall together. The Examiner concurs,

Claims Appealed (8)

The copy of the appealed claims contained in the Appendix to the brief is correct.

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(9) Prior Art of Record

The following is a listing of the prior art of record relied upon in the rejection of claims under appeal.

4,750,119	COHEN et al	6-1988
5.465.206	HILT et al	11-1995

(10) Grounds of Rejection

- The following ground(s) of rejection are applicable to the appealed claims:
- 2. Claims 1-6, 8-15, and 17-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen (4,750,119).

Claims 1 (Twice Amended) and 10 (Twice Amended): <u>Cohen discloses a system and</u> method for purchase and transaction processing, comprising:

- a. Accepting a customer identification at a merchant (purchasing center) and forwarding payment information to a merchant processor (escrow agent)(col 3, lines 58-61; col 5, Table I; and col 7, lines 50-51);
- b. Authorizing and settling the payment by the merchant processor (escrow agent)(col 6, lines 34-43) and forwarding a portion of the payment to a loan repayment receiver (Cohen forwards a portion of the payment to a "future benefit guarantor" or "an insurance company" (col 3, lines 4-9 and 31-38, and col 4, lines 17-21). See Official Notice below); and

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c. Receiving and applying the portion of the payment to reduce the loan amount (Cohen increases the future benefit by the portion of payment received (col 4, lines 21-24). See Official Notice below).

Official Notice is taken that it is old and well known within the finance arts that automatic deductions can be made to pay outstanding debts, such as loans, mortgages, insurance, etc.

Numerous automatic deductions are also made from transactions to cover sales taxes, credit card-transaction charges, etc. Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made that the portion of the transaction that <u>Cohen</u> was transferring to the insurance company could be transferred to a loan company, a bank, a mortgage company, or any other account which the vendor desired. Whether these payments were applied to decrease a loan amount, make a mortgage payment, or increase an account balance would obviously depend entirely on the destination of the transfer. One would have been motivated to transfer a portion of the transaction to a loan repayment receiver in view of <u>Cohen</u> disclosure of transferring the portion to an insurance company and in view of the widespread use of automatic payments for paying mortgages (which are one type of loan).

Claims 2-5 and 11-14: <u>Cohen</u> discloses a system and method for automated loan repayment as discussed in Claims 1 and 10 above, and further discloses accepting a credit card number as the customer identification (col 5, Table II), but does not disclose the card being a debit card, a smart card, or a charge card. Official Notice is taken these are old and well known within the business art as types of "credit" cards by which consumers pay for goods and services

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in place of using cash. Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to use any one of these cards when using the transaction system of Cohen. One would have been motivated to allow the system to use any one or more of these types of cards in order to increase the customer's payment options and in view of the widespread use of these cards in transactions.

Claims 6 and 15: Cohen discloses a system and method for automated loan repayment as ... discussed in Claims 1 and 10 above, and further discloses accepting the customer identifier at the merchant's location (col 3, lines 40-57 and col 7, lines 50-51).

Claims 8-9 and 17-18: <u>Cohen</u> discloses a system and method for automated loan repayment as discussed in Claims 1 and 10 above, and further discloses accumulating the payments, then periodically (daily) forwarding them to the loan processor (insurance company)(col 4, lines 21-24).

Claim 19: <u>Cohen</u> discloses a system and method for automated loan repayment as discussed in Claim 10 above, and further discloses forwarding a percentage of the payment (col 7, lines 25-41).

Claims 7 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over <u>Cohen</u>
 (4,750,119) in view of <u>Hilt et al</u> (5,465,206).

Claims 7 and 16: Cohen discloses a system and method for automated loan repayment as discussed in Claims 1 and 10 above, but does not explicitly disclose electronically accepting the

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customer identifier. Hilt discloses a similar system and method for electronically paying bills by the customer entering the information "manually, via paper, at an ATM, or via a PC, telephone keypad, screen telephone or personal digital assistant" (col 11, lines 51-54). Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to enter the customer identifier electronically using any one of the methods discussed by Hill. One would have been motivated to do so by Cohen's disclosure of the customer placing the order over a telephone (col 3, lines 42-44) and the widespread use of card readers in retail establishments to facilitate rapid and error-free entry of the customer's identifier.

(11) Response to Argument

1. The 35 U.S.C. §103(a) Rejection Is Not Proper. Examiner disagrees with Appellant's contention that it would not have been obvious to a skilled artisan to combine the applied references. Examiner notes that Cohen relates to a transaction system which includes an automatic electronic fund transfer of a portion of the transaction amount to a third entity. Hilt relates to various automatic electronic funds transfer methods with details on how the transfers are accomplished. It would have been obvious to a skilled attisan to research various electronic funds transfer methods when attempting to implement the automatic funds transfer in the Cohen system. In response to Appellant's argument that the Examiner's conclusion of obviousness is based upon improper hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight

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reasoning. But so long as it takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

2. The Claimed Invention Is Patentable Under 35 U.S.C. § 103(a) Over Cohen. Appellant argues that "the Examiner has incorrectly equated the escrow agent of Cohen with the merchant processor of the present application" (page 14); and that "Nowhere does Cohen even hint at modifying the merchant processor system to allow even a portion of what would normally go to the merchant to instead go to some other entity." (page 15) Examiner notes that the merchant processor and the escrow agent both perform the steps of authorizing and settling the transaction payment and forwarding a portion of the payment to a third entity. While the third entity in the present application is a lender to whom the merchant is indebted, the third entity in Cohen is an insurance company. As discussed in the Official Notice taken in Claim 1 above, it is old and well known within the finance arts that automatic deductions can be made to. pay outstanding debts, such as loans, mortgages, insurance, etc. Numerous automatic deductions are also made from transactions to cover sales taxes, credit card transaction charges, etc. The Examiner contends that the type of third entity receiving the portion of the payment does not affect the steps being performed by the present application. When combined with the widespread use of automatic funds transfers to pay mortgages, automobile loans, student loans, insurance premiums, etc., it would have been obvious to a skilled artisan that the portion of

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the funds being transferred to pay the insurance premium in Cohen could be used to make payments on other debts instead. The Examiner further disagrees with the Appellant's contention Cohen does not pertain to the same field of endeavor as the present application because the beneficiary of the Cohen system is the customer, whereas the beneficiary of the present application is the merchant (page 11). Which entity receives the benefits of the invention does not affect the steps being performed by either system. Indeed, the same system could be used wherein the portion of the payment being transferred could go to pay the debts of a totally unrelated entity. It is the prerogative of the merchant to designate to where the merchant processor should send the funds.

3. Claims 7 and 16 Are Patentable Under 35 U.S.C. § 103(a) Over Cohen in View Hilt. The Appellant again makes numerous citations of case law in an attempt to establish the relevancy of a "hindsight" argument in the contention that "nothing in either reference suggests their combination" (page 22). The Examiner response to this argument is in paragraph (11)1 above. Examiner further notes that Cohen shows that the customer identifier is accepted at the merchant's location (col 3, lines 40-57 and col 7, lines 50-51), but does not show the details of how it is entered into the system. The Hilt reference is used in the 35 U.S.C. § 103(a) rejection only to show the various ways that the customer identifier can be entered into the system. Thus, the combination of the two references is not hindsight, but an obvious result of a skilled artisan's attempt to ascertain the details of data entry when implementing the Cohen system.

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4. The Claimed Invention Is Not Unpatentable Under Any Other Possible Bases for Rejections. The Examiner agrees with the Appellant that the foregoing arguments address the pending rejections of the pending claims. The Examiner knows of no other rejections currently pending, thus this is not an issue.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

TWM

August 8, 2000

ERICW.STAMBER PRIMARY EXAMINER CONFOREE

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Attorney for Applicants . Testam Hurwitz, & Thibeault High Street Tower 125 High Street Boston, MA 02110

EXHIBIT I

to
ADVANCEME INC.'S OPENING CLAIM
CONSTRUCTION BRIEF

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The opinion in support of the decision being entered today was <u>not</u> written for publication and is \underline{not} binding precedent of the Board.

Paper No. 26

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

MAILED

OCT 3 0 2002

Ex parte BARBARA S. JOHNSON

PAT.A T.M. OFFICE BOARD OF PATENT APPEALS AND INTERFERENCES

Appeal No. 2001-0280 Application No. 08/890,398

ON BRIEF

Before THOMAS, JERRY SMITH, and RUGGIERO, Administrative Patent Judges.

RUGGIERO, Administrative Patent Judge.

DECISION ON APPEAL

This is a decision on the appeal from the final rejection of claims 1-19, which are all of the claims pending in the present application.

The claimed invention relates to a method and system for automated loan repayment in which payment to a merchant is accepted from a customer through a customer identifier.

Information related to the payment is directed for processing to a merchant processor which forwards at least a portion of the payment to a loan repayment receiver. The loan payment receiver

applies the forwarded portion of the payment to an outstanding loan amount owed by the merchant to reduce the outstanding loan amount.

Claim 1 is illustrative of the invention and reads as follows:

1. A method for automated loan repayment, comprising:

at a merchant, accepting a customer identifier as payment from the customer and electronically forwarding information related to the payment to a computerized merchant processor;

at the computerized merchant processor, acquiring the information related to the payment from the merchant, authorizing and settling the payment, and forwarding at least a portion of the payment to a computerized loan repayment receiver as repayment of at least a portion of an outstanding loan amount owed by the merchant; and

at the computerized loan repayment receiver, receiving the portion of the payment forwarded by the computerized merchant processor and applying that portion to the outstanding loan amount owed by the merchant to reduce that outstanding loan amount.

The Examiner relies on the following prior art:

Jun: 07, 1988 Nov. 07, 1995 4,750,119 Cohen et al. (Cohen) 5,465,206 Hilt et al. (Hilt)

Claims 1-19 stand finally rejected under 35 U.S.C. § 103(a). As evidence of obviousness, the Examiner offers Cohen alone with respect to claims 1-6, 8-15, and 17-19, and adds Hilt to Cohen with respect to claims 7 and 16.

Rather than reiterate the arguments of Appellant and the Examiner, reference is made to the Brief (Paper No. 18) and Answer (Paper No. 19) for the respective details.

OPINION

We have carefully considered the subject matter on appeal, the rejection advanced by the Examiner and the evidence of obviousness relied upon by the Examiner as support for the rejection. We have, likewise, reviewed and taken into consideration, in reaching our decision, Appellant's arguments set forth in the Brief along with the Examiner's rationale in support of the rejection and arguments in rebuttal set forth in the Examiner's Answer.

It is our view, after consideration of the record before us, that the evidence relied upon and the level of skill in the particular art would not have suggested to one of ordinary skill in the art the obviousness of the invention as set forth in claims 1-19. Accordingly, we reverse.

In rejecting claims under 35 U.S.C. § 103, it is incumbent upon the Examiner to establish a factual basis to support the legal conclusion of obviousness. See In re Fine, 837 F.2d 1071, 1073, 5 USPQ2d 1596, 1598 (Fed. Cir. 1988). In so doing, the Examiner is expected to make the factual

determinations set forth in Graham v. John Deere Co., 383 U.S. 1, 17, 148 USPQ 459, 467 (1966), and to provide a reason why one having ordinary skill in the pertinent art would have been led to modify the prior art or to combine prior art references to arrive at the claimed invention. Such reason must stem from some teaching, suggestion or implication in the prior art as a whole or knowledge generally available to one having ordinary skill in the art. Univoyal Inc. v. Rudkin-Wiley Corp., 837 F.2d 1044, 1051, 5 USPQ2d 1434, 1438 (Fed. Cir.), cert. denied, 488 U.S. 825 (1988); Ashland Oil, Inc. v. Delta Resins & Refractories, Inc., 776 F.2d 281, 293, 227 USPQ 657, 664 (Fed. Cir. 1985), cert. denied, 475 U.S. 1017 (1986); ACS Hosp. Sys., Inc. v. Montefiore Hosp., 732 F.2d 1572, 1577, 221 USPQ 929, 933 (Fed. Cir. 1984). These showings by the Examiner are an essential part of complying with the burden of presenting a prima facie case of obviousness. Note In re Oetiker, 977 F.2d 1443, 1445, 24 USPQ2d 1443, 1444 (Fed. Cir. 1992).

With respect to independent claims 1 and 10, the Examiner, as the basis for the obviousness rejection, proposes to modify the purchasing transaction system disclosure of Cohen. The purchasing transaction system described by Cohen involves the transfer of a portion of a customer-to-merchant transaction

payment to an entity such as an insurance company to pay a premium for funding an annuity which is ultimately payable to the customer. Apparently recognizing Cohen's lack of explicit disclosure of purchasing transactions involving automatic loan repayment as claimed, the Examiner takes Official Notice of such a feature (Answer, page 4) by asserting . . . it is well known within the finance arts that automatic deductions can be made to pay outstanding debts, such as loans, mortgages, insurance, etc." The Examiner's line of reasoning combines the automatic loan repayment feature asserted to be well known in the art with the teachings of Cohen. According to the Examiner (id.), the skilled artisan *. . . would have been motivated to transfer a portion of the transaction to a loan payment receiver in view of Cohen disclosure of transferring the portion to an insurance company and in view of the widespread use of automatic payments for paying mortgages (which are one type of loan)."

A review of the arguments in the Brief reveals that .

Appellant has not specifically contested the Examiner's taking of Official Notice of the asserted well known aspects of automatic loan repayment features in purchasing transactions. Despite this fact, we are constrained to reverse the outstanding rejection before us since there is no evidence of this feature among the

references relied on by the Examiner in formulating the rejection. We conclude, therefore, based upon the reasoning provided by recent cases from our reviewing court, that the Examiner has not established a prima facie case of obviousness. '[T]he Board cannot simply reach conclusions based on it own understanding or experience - or on its assessment of what would be basic knowledge or common sense. Rather, the Board must point to some concrete evidence in the record in support of these findings." In re Zurko, 258 F.3d 1379, 1386, 59 USPQ2d 1693, 1697 (Fed. Cir. 2001). See also In re Lee, 277 F.3d 1338, 1344-45, 61 USPQ2d 1430, 1434-35 (Fed. Cir. 2002), in which the court required evidence for the determination of unpatentability by clarifying that the principles of 'common knowledge" and 'common sense" may only be applied to analysis of evidence, rather than be a substitute for evidence. The court has also recently expanded their reasoning on this topic in In re Thrift, 298 F.3d . 1357, 1363, 63 USPQ2d 2002, 2008 (Fed. Cir. 2002).

We are further of the view that even assuming, arguendo, that the Examiner's asserted well known aspects of automatic loan repayment features were supported by evidence, there is no indication from the Examiner as to how and in what manner the disclosure of Cohen would be modified to arrive at the claimed

invention. The purchasing system described by Cohen involves the direction to an entity such as an insurance company of a portion of a payment made by a customer to a merchant to purchase an aggregate annuity policy which in turn is individualized to a particular customer-subscriber. (Cohen, column 4, lines 17-35). Appellant's claimed invention, on the other hand, is directed to a purchasing system in which a loan repayment feature is individualized to a particular merchant who is the recipient of a payment from a customer as part of a purchasing transaction. In our opinion, the approach taken by Cohen is so fundamentally different from that of Appellant that any suggestion to modify Cohen to arrive at the invention set forth in the appealed claims could only come from Appellant's own disclosure.

In view of the above discussion, since we are of the opinion . that the Examiner has not established a prima facie case of obviousness, we do not sustain the rejection of independent claims 1 and 10, nor of claims 2-6, 8, 9, 11-15, and 17-19 dependent thereon.

Turning to a consideration of the Examiner's 35 U.S.C. \$ 103(a) rejection of dependent claims 7 and 16 based on the combination of Cohen and Hilt, we do not sustain this rejection as well. It is apparent from the line of reasoning expressed at

page 6 of the Answer that the Hilt reference has been applied by the Examiner solely to address the customer identifier electronic acceptance feature of these claims. We find nothing in the disclosure of Hilt that would overcome the innate deficiencies in the Examiner's obviousness rejection of independent claims 1 and 10 discussed supra.

In summary, we have not sustained the Examiner's 35 U.S.C. \$ 103(a) rejection of any of the claims on appeal. Therefore, the decision of the Examiner rejecting claims 1-19 is reversed.

REVERSED

JAMES D. Administrative Patent Judge

JERRY SMITH Administrative Patent Judge

JOSEPH F. RUGGIERO Administrative Patent Judge BOARD OF PATENT APPEALS AND INTERFERENCES

JFR/sld

Application No. 08/890,398

ANTHONY L. MECLA SHERMAN & STERLING 599 LEXINGTON AVENUE NEW YORK, NY 10022

EXHIBIT J

to
ADVANCEME INC.'S OPENING CLAIM
CONSTRUCTION BRIEF

		Applicant(s)
	Application No.	
Madian at Allaurichiliter	08/890,398 Examinet	JOHNSON, BARBARA S
Notice of Allowability		
	James W Myhre	3822
The MAILING DATE of this communication ap All dalms being allowable, PROSECUTION ON THE MERITS herewith (or previously mailed), a Notice of Allowance (PTOL-6 NOTICE OF ALLOWABILITY IS NOT A GRANT OF PATENT of the Office or upon petition by the applicant, See 37 CFR 1.3	is (OK REMAINS) CLOSED in this is) or other appropriate communice RIGHTS. This application is subject it 3 and MPEP 1308.	tion will be mailed in due course. THIS
1. A This communication is responsive to BPAI Decision of C	October 10, 2002.	·
2. A The allowed claim(s) is/are 1-19.		
3. The drawings filed on are accepted by the Exami		
4. ☐ Acknowledgment is made of a claim for foreign priority a) ☐ All b) ☐ Some* c) ☐ None of the; 1. ☐ Certified copies of the priority documents hit 2. ☐ Certified copies of the priority documents hit 3. ☐ Copies of the certified copies of the priority International Bureau (PCT Rule 17.2(a)). * Certified copies not received: ☐	ave been received, ave been received in Application No documents have been received in (E' of this communication to file a re NMENT of this application. britisted. Note the attached EXAMIN gives reason(s) why the oath or dec nust be submitted. herson's Patent Drawing Review (P her's Amendment / Comment or in the first header according to 37 CFR 1.1 inosit of BIOLOGICAL MATERIA	his national stage application from the his national stage application from the ply complying with the requirements IER'S AMENDMENT of NOTICE OF laration is deficient. TO-948) altached to Office action of awings in the front (not the back) of 121(4). Thust be submitted. Note the
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Attachment(s) 1. Notice of References Cited (PTC-892) 2. Notice of Draftparson's Patent Drawing Review (PTC-94 3. Information Disclosure Statements (PTC-1449 or PTC/9 Paper No./Mail Date 4. Examiner's Comment Regarding Requirement for Depos of Stological Material	8) 8, Interview Summ Paper No./Mail B/08), 7. Examiner's Ame	Date
U.S. Palen and Trudemark Office PTOL-37 (Rev. 1-04)	Notice of Allowability	· Part of Paper No./Mail Date 2

Application/Control Number: 08/890,398 Art Unit: 3622 Page 2

DETAILED ACTION

 This action is in response to the Decision rendered by the Board of Patent Appeals and Interferences on October 30, 2002.

Examiner's Amendment

2. An examiner's amendment to the record appears below. Should the changes and/or additions be unacceptable to applicant, an amendment may be filed as provided by 37 CFR 1.312. To ensure consideration of such an amendment, it MUST be submitted no later than the payment of the issue fee.

Authorization for this examiner's amendment was given in a telephone interview with David Cline on July 13, 2004.

The application has been amended as follows: In the claims:

10. A system for automated loan repayment, comprising:

at a merchant, means for accepting a customer identifier as payment from
the customer and for electronically forwarding information related to the payment to a
computerized merchant processor, wherein the merchant associated with the payment
has an outstanding loan to a lender; and

at the computerized merchant processor, means for receiving the information related to the payment from the merchant, means for authorizing and

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settling the payment, and means for forwarding to the lender a portion of the payment as a loan payment [associated with the payment].

Document 110

Allowable Subject Matter

3. Claims 1-19 are allowed.

Examiner's Statement of Reasons for Allowance

4. The following is an examiner's statement of reasons for allowance:

While prior art was found which discloses using a portion of a payment for a transaction at a merchant to purchase an insurance policy for the customer (Cohen et al., 4,750,119) or a contribution to a charity selected by the customer (Hovakimian, 5,465,919), according to the Decision this prior art does not render it obvious to use the portion of the transaction payment to benefit the merchant instead of the customer.

Therefore, the non-obvious novelty of the invention is using the portion of the transaction payment as a remittance towards repayment of an outstanding loan owed by the merchant as claimed in independent Claims 1 and 10.

Any comments considered necessary by applicant must be submitted no later than the payment of the issue fee and, to avoid processing delays, should preferably accompany the issue fee. Such submissions should be clearly labeled "Comments on Statement of Reasons for Allowance."

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Page 4

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Exr. James W. Myhre whose telephone number is (703) 308-7843. The examiner can normally be reached on weekdays from 6:30 a.m. to 3:30 p.m.

if attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber, can be reached on (703) 305-8469. The fax phone number for Formal or Official faxes to Technology Center 3600 is (703) 872-9326. Draft or informal faxes may be submitted to (703) 872-9327 or directly to the examiner at (703) 746-5544.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Group Receptionist whose telephone number is (703) 308-1113.

July 13, 2004

Primary Examiner Art Unit 3622

EXHIBIT K

to

ADVANCEME INC.'S OPENING CLAIM CONSTRUCTION BRIEF



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GROUP 3600

Patents Docket No. 31948/6

IN THE UNITED STATES PATENT, AND TRADEMARK OFFICE

Applicant:

Barbara S. Johnson

Serial No.:

09/356,711

Art Unit: 3622

Filed:

July 20, 1999

Examiner: James W. Myhre

Conf. No.:

8198

Title:

AUTOMATED PAYMENT

REQUEST FOR EXTENSION-OF-TIME AND AMENDMENT

Mail Stop RCE Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

REQUEST FOR THREE-MONTH EXTENSION-OF-TIME

Applicant respectfully requests a three-month extension-of-time to respond to the outstanding paper in the above-identified patent application, to and including July 12, 2004. Please charge the \$475.00 extension-of-time fee to Deposit Account No. 50-0324. If any additional fees are required, the Commissioner is authorized to charge such fees (or to credit any overpayment) to Deposit Account No. 50-0324.

AMENDMENT

In connection with the Request for Continued Examination (RCE) filed under 37 C.F.R. §1.114 herewith, please amend the above-identified application as follows:

07/15/2004 SSESHE1 00000068 500324 09356711 02 FC:2253 475.00 DA

NYDOCS04/406418.1

IN THE CLAIMS

Claims 1-37 (Cancelled)

38. (New) A method for automated payment, comprising:

at a merchant, accepting a customer identifier as payment from the customer and electronically forwarding information related to the payment to a computerized merchant processor;

at the computerized merchant processor, acquiring the information related to the payment from the merchant, authorizing and settling the payment, and forwarding at least a portion of the payment to a computerized payment receiver as payment of at least a portion of an obligation made by the merchant; and

at the computerized payment receiver, receiving the portion of the obligation forwarded by the computerized merchant processor and applying that portion to the outstanding obligation made by the merchant to reduce such obligation.

- 39. (New) The method of claim 38 wherein the accepting step comprises accepting a credit card number as the customer identifier.
- 40. (New) The method of claim 38 wherein the accepting step comprises accepting a debit card number as the customer identifier.
- 41. (New) The method of claim 38 wherein the accepting step comprises accepting a smart card number as the customer identifier.
- 42. (New) The method of claim 38 wherein the accepting step comprises accepting a charge card number as the customer identifier.

- 43. (New) The method of claim 38 wherein the accepting step comprises accepting the customer identifier at a merchant location.
- 44. (New) The method of claim 38 wherein the accepting step comprises electronically accepting the customer identifier.
- 45. (New) The method of claim 38 wherein the steps performed at the merchant processor further comprise accumulating the payments until a predetermined amount is reached and then forwarding at least a portion of the accumulated payments to the payment receiver.
- 46. (New) The method of claim 38 wherein the steps performed at the merchant processor comprise periodically forwarding at least a portion of the payment to the payment receiver.
- 47. (New) A system for automated payment of an obligation made by a merchant, comprising:

at a merchant, means for accepting a customer identifier as payment from the customer and for electronically forwarding information related to the payment to a computerized merchant processor, wherein the merchant associated with the payment has an outstanding obligation to a third party; and

at the computerized merchant processor, means for receiving the information related to the payment from the merchant, means for authorizing and settling the payment, and means for forwarding to the third party a payment associated with the obligation.

48. (New) The system of claim 47 wherein the accepting means comprises means for accepting a credit card number as the customer identifier.

NYDOCS04/406418.1

- (New) The system of claim 47 wherein the accepting means comprises 49. means for accepting a debit card number as the customer identifier.
- (New) The system of claim 47 wherein the accepting means comprises 50. means for accepting a smart card number as the customer identifier.
- (New) The system of claim 47 wherein the accepting means comprises 51. means for accepting a charge card number as the customer identifier.
- (New) The system of claim 47 wherein the accepting means comprises means for accepting the customer identifier at a merchant location.
- (New) The system of claim 47 wherein the accepting means comprises means for electronically accepting the customer identifier.
- (New) The system of claim 47 wherein the means at the merchant processor further comprise means for accumulating the payments until a predetermined amount is reached and means for forwarding at least a portion of the accumulated payments to the third party.
- (New) The system of claim 47 wherein the forwarding means at the merchant processor comprises means for periodically forwarding at least a portion of the payment to the third party.
- (New) The system of claim 47 wherein the forwarding means at the merchant processor comprises means for forwarding to the third party an amount that is a percentage of the obligation.

<u>REMARKS</u>

Claims 38-56 are pending in the present application. By the present amendment, Applicant has cancelled claims 1 and 20-37, and added new claims 38-56. Claims 38 and 47 are the independent claims under consideration. Reconsideration in light of the present amendment is respectfully requested.

In the outstanding Office Action, the Examiner rejected claims 1, 20-25, 27-34, 36 and 37 as being obvious under 35 U.S.C. §103 in view of Cohen et al., U.S. Patent No. 4,750,119 ("Cohen"), and rejected claims 26 and 35 as being obvious over Cohen in view of Hilt et al., U.S. Patent No. 5,465,206 ("Hill"). The Examiner further objected to claim 1 as conflicting with commonly owned U.S. Application Serial No. 08/890,398 (the "398 Application").

The present application is a continuation of the '398 Application. After Final Rejection, the '398 Application was subject to an appeal before the Board of Patent Appeals and Interferences, in which the Board determined that the '398 Application was patentable over the Cohen and Hilt patents. In discussions with Examiner Myhre conducted on June 8, 2004, Examiner Myhre indicated that he had passed the '398 Application to allowance, but that such allowance was being delayed due to an ongoing internal review of the '398 Application.

By the present amendment, Applicant has amended the claims to closely follow the language of the claims that were on appeal in the '398 Application, with several minor changes in the independent claims. Applicant has replaced the term "loan" in the claims with the more generic "obligation," since many obligations for payment that may use the system of the present invention are not necessarily "loans." For example, if a merchant assigned its receivables to a third party, these could be collected by the third party using the system of the

NYDOCS04/406418.1

invention. As such, the term "lender" has also been replaced by "third party" to reflect that the obligation may be made to other than a "lender," although the obligation to make payment will remain. Applicant believes that the claims as amended are within the scope of the specification as filed, and that no new matter has been added.

For the foregoing reasons, applicant believes that all of the pending claims are now in condition for allowance and respectfully requests such action. If any outstanding issues remain herein, the Examiner is respectfully requested to telephone the undersigned at 212-848-4882 to expedite the resolution of such issues.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, op 1019 12, 2004.

David M. Klein, Esq. Registration No. 35,221 Shearman & Sterling 599 Lexington Avenue New York, NY 10022 (212) 848-4882

Respectfully subjuite

EXHIBIT L

to
ADVANCEME INC.'S OPENING CLAIM
CONSTRUCTION BRIEF

	Application No.	Applicant(s)	-
•	•••	1 ''	
Notice of Allowability	09/358,711 Examiner	JOHNSON, BARBARA S. Art Unit	
House of Amorrasing		3622	
	James W Myhre		***************************************
The MAILING DATE of this communication apperaished in the MERITS IS rerewith (or previously mailed), a Notice of Allowance (PTOL-85) NOTICE OF ALLOWABILITY IS NOT A GRANT OF PATENT RIP Of the Office or upon pelition by the applicant. See 37 CFR 1,313	(OR REMARKS) CLOSED III or other eppropriate commu IGHTS. This application is s and MPEP 1308.	h the correspondence address- this application. If not included incetion will be mailed in due course, T ubject to withdrawat from issue at the in	THIS nilialiye
 This communication is responsive to <u>RCE and Amendmen</u> 	t filed on July 14, 2004.		
2. X The allowed claim(s) is/are 38-56.		,	,
3. The drawings filed on are accepted by the Examine	f.		
 Acknowledgment is made of a claim for foreign priority us a) ☐ All b) ☐ Some* c) ☐ None of the 1. ☐ Certified copies of the priority documents have 	e been received.	•	
2. [7] Certifled copies of the priority documents have	e been received in Applicatio	n No	lha.
 Copies of the certified copies of the priority do International Sureau (PCT Rule 17.2(a)). 	cuments have been received	i in this national stage application from	ine
* Certified copies not received:			
Applicant has THREE MONTHS FROM THE *MAILING DATE* noted below. Failure to limely comply will result in ABANDONN THIS THREE-MONTH PERIOD IS NOT EXTENDABLE.	of this communication to file NENT of this application,	a reply complying with the requiremen	ts
 A SUBSTITUTE OATH OR DECLARATION must be subm INFORMAL PATENT APPLICATION (PTO-152) which giv 	nited. Note the attached EXA es reason(s) why the oath or	AMINER'S AMENDMENT or NOTICE C r declaration is deficient.)F
 CORRECTED DRAWINGS (as "replacement sheets") mu: (a) \(\overline{\text{M}} \) including changes required by the Notice of Draftspen 	st be submitted son's Patent Drawing Review	v (PTO-948) attached	
1) ☐ hereto or 2) ⊠ to Paper No./Mail Date Z.		•••••	
(b) Including changes required by the attached Examiner Paper No./Mail Date			
identifying indicis such as the application number (see 37 GFR touch shoot, Replacement should) is should be labeled as such in	1.84(a)) should be written on t the header according to 37 CF	te drawings in the front (not the back) of R 1.121(d),	1
 DEPOSIT OF and/or INFORMATION about the deposit attached Examiner's comment regarding REQUIREMENT 	strof BIOLOGICAL MAT	ERIAL must be submitted. Note the	
Attachment(s) 1. Notice of References Cited (PTO-892)		format Palent Application (PTO-152)	
2. Notice of Draftperson's Palent Drawing Review (PTO-948)	6. Interview S	ummary (PTO-413), /Mail Date 20041013,20050317 .	
3. Information Disclosure Statements (PTD-1449 or PTO/SB/		Amendment/Comment	
Paper No./Mail Dals Examiner's Comment Regarding Requirement for Deposit	8, ⊠ Examiner's 9, ☐ Olher	Stalement of Reasons for Allowance	
of Biological Material	o. I., J Outer	~	
		James W. Myhre Primary Examiner	
		•	
U.S. Polert and Trademant Othor PTOL-37 (Rov. 1-04) N	latice of Allowability	Part of Paper No./Mail Date:	2005031

Application/Control Number: 09/356,711

Art Unit: 3622

DETAILED ACTION

Page 2

Continued Examination Under 37 CFR 1.114

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on July 14, 2004 has been entered.

Response to Amendment

2. The amendment filed on July 14, 2004 under 37 CFR 1.114 is sufficient to overcome the Cohen et al. (4,750,119) and Hilt et al. (5,465,206) references, but raises issues of obvious double patenting over the parent application. In response to an telephonic interview on October 13, 2004, the Applicant has filed a Terminal Disclaimer to overcome this issue.

Examiner's Amendment

3. An examiner's amendment to the record appears below. Should the changes and/or additions be unacceptable to applicant, an amendment may be filed as provided by 37 CFR 1.312. To ensure consideration of such an amendment, it MUST be submitted no later than the payment of the issue fee. Application/Control Number: 09/356,711

Page 3

Art Unit: 3622

Authorization for this examiner's amendment was given in a telephone interview with David M. Klein on October 13, 2004 and March 17, 2005.

The application has been amended as follows:

In Claim 38, line 9, in the phrase "receiving a portion of the obligation forwarded...", change the word "obligation" to read "payment".

In Claim 47, line 9 is changed to:

means for forwarding a portion of the payment to the third party to reduce the obligation.

Allowable Subject Matter . .

Claims 38-56 are allowed. 4.

Examiner's Statement of Reasons For Allowance

The following is an examiner's statement of reasons for allowance: 5.

While prior art was found which discloses using a portion of a payment for a transaction at a merchant to purchase an insurance policy for the customer (Cohen et al, 4,750,119) or to make a contribution to a charity selected by the customer (Hovakimian, 5,466,919), according to the Decision rendered by the Board of Patent Appeals and Interferences on the parent application on October 30, 2002, the prior art does not render it obvious to use the portion of the transaction payment to benefit the merchant instead of the customer. Therefore, the non-obvious novelty of the invention Application/Control Number: 09/356,711 Art Unit: 3622

Page 4

is using the portion of the transaction payment as a remittance towards payment of an obligation owed by the merchant as claimed in independent Claims 38 and 47.

Any comments considered necessary by applicant must be submitted no later than the payment of the issue fee and, to avoid processing delays, should preferably accompany the issue fee. Such submissions should be clearly labeled "Comments on Statement of Reasons for Allowance."

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Exr. James W. Myhre whose telephone number is (703) 308-7843. The examiner can normally be reached Monday through Thursday from 6:30 a.m. to 3:30 p.m.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber, can be reached on (703) 305-8469. The fax phone number for Formal or Official faxes to Technology Center 3600 is (703) 872-9306. Draft or Informal faxes, which will not be entered in the application, may be submitted directly to the examiner at (703) 746-5544.

Application/Control Number: 09/356,711 Art Unit: 3622

Page 5

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Group Receptionist whose telephone number is (703) 308-1113.

James W. Myhre Frimary Examiner Art Unit 3622

.WM March 17, 2005

ADV0000269

EXHIBIT M

to
ADVANCEME INC.'S OPENING CLAIM
CONSTRUCTION BRIEF

Case 6:05-cv-00424-LED-JDL Document 86 Filed 08/02/2006 Page 1 of 22

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF TEXAS TYLER DIVISION

ADVANCEME, INC., Plaintiff,

v.

RAPIDPAY LLC, FIRST FUNDS LLC, MERCHANT MONEY TREE, INC., REACH FINANCIAL LLC, and FAST TRANSACT, INC. d/b/a SIMPLE CASH,

Defendants.

ADVANCEME, INC., Plaintiff,

v.

AMERIMERCHANT LLC, Defendants. CIVIL CASE NO. 6:05-cv-424 (LED)

CIVIL CASE NO. 6:06-ev-82 (LED) JURY TRIAL DEMANDED

JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3

Pursuant to Patent Rule (P.R.) 4-3 of the Rules of Practice for Patent Cases before the Eastern District of Texas and this Court's Docket Control Orders for the above captioned actions, Plaintiff AdvanceMe, Inc. ("AdvanceMe") and Defendants Merchant Money Tree, Inc. ("Merchant Money Tree"), Reach Financial LLC ("Reach Financial"), First Funds LLC ("First Funds") and AmeriMerchant LLC ("AmeriMerchant") hereby submit the following Joint Claim Construction and Prehearing Statement for U.S. Patent No. 6,941,281 ("281 Patent").

Case 6:05-cv-00424-LED-JDL Document 86 Filed 08/02/2006 Page 2 of 22

I. Anticipated Length of Time for the Claim Construction Hearing Pursuant P.R. 4-3(c)

Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant anticipate that the hearing can be completed in approximately four hours.

II. Identification of Witnesses Pursuant P.R. 4-3(d)

Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant do not intend to call any witnesses, including experts. The parties reserve the right to call expert witnesses.

III. Agreed Constructions Pursuant P.R. 4-3(a)

Attachment 1 sets forth the constructions of claim terms, phrases and clauses that have been agreed upon by Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant.

IV. Disputed Terms Pursuant P.R. 4-3(b)

Attachment 2 sets forth the proposed constructions of each claim term, phrase and clause in dispute by Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant.

Attachment 3 identifies the claim elements that Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant agree should be construed under 35 U.S.C. §112 ¶6. Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant agree on the recited functions for each means plus function element except for the instances of the disputed terms set forth in Attachment 2 that are contained in the recited functions. However, Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant presently

Case 6:05-cy-00424-LED-JDL Document 86 Filed 08/02/2006 Page 3 of 22

dispute the corresponding structures disclosed in the '281 for carrying out the identified functions.

Respectfully Submitted,

Date: August 2, 2006

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Date: August 2, 2006

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ATTORNEYS FOR DEFENDANTS
MERCHANT MONEY TREE, INC.,
REACH FINANCIAL LLC, FIRST
FUNDS LLC AND AMERIMERCHANT
LLC

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ADVANCEME, INC. V. RAPIDPAY LLC ET AL. CIVIL CASE NO. 6:05-CV-424 (LED) ADVANCEME, INC. V. AMERIMERCHANT LLC CIVIL CASE NO. 6:06-CV-82 (LED) OINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT
PURSUANT LOCAL PATENT RULE 4-3

ATTACHMENT 1

ADVANCEME, INC. V. RAPIDPAY LLC ET AL. ADVANCEME, INC. V. AMERIMERCHANT CIVIL CASE NO. 6:06-cv-82 (LED)

JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3

ATTACHIMENT 1

P.R. 4-3(a) - Agreed Constructions

Claim Term, Phrase or Clause	Agreed Construction
electronically forwarding	Sending through the use of electronics, including, for example, a telephone system or other electronic network
(Recited in Claims 1 and 10)	
computerized merchant processor	A computer-equipped entity or combination of entities that acquires or processes merchant transactions.
(Recited in Claims 1 and 10)	
acquiring the information related to the payment	Receiving the information related to the payment
(Recited in Claim 1)	
authorizing [the payment]	Obtaining permission for using the customer identifier for the transaction between the customer and the merchant
(Recited 1 and 10)	
	The state of the s

Claim Term, Phrase or Clause	Agreed Construction
computerized payment receiver	Account or entity capable of receiving payments or credits electronically
(Recited 1, 8 and 9)	
applying that portion to the outstanding obligation made by the merchant to reduce such obligation	Using the portion that was received from the merchant processor to reduce the obligation owed by the merchant
(Recited in Claim 1)	
credit card	A card that entitles a person or entity to make purchases on credit
(Recited in Claims 2 and 11)	
charge card	A card that requires full payment every billing cycle
(Recited in Claims 5 and 14)	
electronically accepting the customer identifier	Accepting the customer identifier using an electronic device
(Recited in Claims 7 and 16)	
a percentage of the obligation	Any percentage of the obligation
(Recited in Claim 19)	
	Annual Transfer of the Control of th

JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3 ATTACHMENT I

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ADVANCEME, INC. V. RAPIDPAY LLC ET AL. CIVIL CASE NO. 6:05-CV-424 (LED) ADVANCEME, INC. V. AMERIMERCHANT LLC CIVIL CASE NO. 6:06-CV-82 (LED)

ATTACHMENT 2

Document 110

ADVANCEME, INC. V. RAPIDPAY LLC ET AL. CIVIL CASE NO. 6:05-cv-424 (LED) ADVANCEME, INC. V. AMERIMERCHANT CIVIL CASE NO. 6:06-cv-82 (LED)

JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3

ATTACHMENT 2

P.R. 4-3(b) - Disputed Terms

Claim Term, Phrase or Clause	AdvanceMe's Proposed Construction and Evidence	Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence
	on Appeal, pp. 1, 8.	
	Extrinsic Evidence: See, e.g., American Heritage College Dictionary, Third Edition 1997 at pp. 341, 674; The New Webster's Encyclopedic Dictionary of the English Language, 1997 Edition at pp. 169, 339	
payment card	No construction is required because this term is	Indefinite
	not explicitly recited in any claum	Intrinsic Evidence: See, e.g., Abstract; 1:17-19; 1:28-33; 1:54-61; 2:31-34; 3:10-17
settling the payment	Proposed Construction: The nart of a transaction when an amount is	Proposed Construction: The part of a transaction when an amount is
(Recited in Claims 1 and	transferred or credited to the merchant processor	transferred or credited by the card issuer
	Intrinsic Evidence: See, e.g., FIG. 1B; 2:65-67; 4:15-56; '281 Patent File History, 07/16/99 Preliminary Amendment,	Intrinsic Evidence: See, e.g., FIG. 1B; 1:35-42; 2:65-67; 3:51-58; 4:16-56; 7:6-11; 7:24-29; 8:15-18
	p. 4	
	Extrinsic Evidence: See, e.g., American Heritage College Dictionary, Third Edition 1997 at p. 1248; The New Webster's Encyclopedic Dictionary of the	
	English Language, 1997 Edition at pp. 604, 605	

ADVANCEME, INC. V. RAPIDFAY LLC ET AL. CIVIL CASE NO. 6:05-CV-424 (LED) ADVANCEME, INC. V. AMERIMERCHANT LLC CIVIL CASE NO. 6:06-CV-82 (LED)

PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3 ATTACHMENT 2

JOINT CLAIM CONSTRUCTION AND

Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence	Proposed Construction: Ordinary meaning	Intrinsic Evidence: See, e.g., 1:29-35; 1:62-67; 2:1-3; 2:11-19; 2:25-34; 2:41-53; 5:4-17; 5:21-29; 7:2-4; '281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6; '544 Patent File History, 6/9/99 Response, pp. 2-4	Proposed Construction: A card linked to a deposit account that can be used to make purchases.
AdvanceMe's Proposed Construction and Evidence Frequency Proposed Construction and Evidence Frequency Fre	Proposed Construction: An amount owed by a merchant that is independent of any costs or fees arising out of the use of customer identifiers as payment.	Intrinsic Evidence: See, e.g., Abstract, FIGS. 2, 3A, 3B; 1:62 - 2.2; 2:11-16; 5:16-37; '281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6, 3/17/05 Notice of Allowability, pp. 3-4; U.S. Patent No. 4,750,119 (Cohen patent relied upon by Examiner); '544 Patent File History, 11/10/98 Office Action, pp. 3-5, 1/22/99 Amendment and Response, pp. 2-4; 2/16/99 Office Action, pp. 2-6, 6/7/99 Response After Final Under Rule 1.116, pp. 2-5, 7/16/99 Preliminary Amendment, pp. 2-5; 8/6/99 Office Action, pp. 2-6, Appellant's Brief on Appeal, pp. 2-5, 7-12, and 15-18, 8/10/00 Examiner's Answer, pp. 3-8, 10/30/02 Decision on Appeal,	Proposed Construction: A card linked to a deposit account used to
Claim Term, Phrase or Clause	obligation (Recited in Claims 1, 10 and 19)		debit card (Recited in Claims 3 and 12)

CIVIL CASE NO. 6:05-CV-424 (LED)
ADVANCEME, INC. V. AMERIMERCHANT LLC
CIVIL CASE NO. 6:06-CV-82 (LED)

ADVANCEME, INC. V. RAPIDPAY LLC ET AL.

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JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3 ATTACHMENT 2

Claim Term, Phrase or Clause	AdvanceMe's Proposed Construction and Evidence	Merchant Money Tree's, Keach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence
	Intrinsic Evidence: See, e.g., 1:17-22; 1:54-61; 3:10-20; 3:46-49; 6:31-34	Intrinsic Evidence: See, e.g., 1:17-22; 1:54-61; 3:10-20; 3:46-49; 6:31-34
	Extrinsic Evidence: See, e.g., http://www.investordictionary.com/ definition/debit+card.aspx; and http://en.wikipedia.org/wiki/Debit_card	
smart card (Claims 4 and 13)	Proposed Construction: A card that contains an integrated circuit such as a microprocessor or a memory	Proposed Construction: A card containing an integrated circuit, such as a microprocessor or a memory, that can be used to make purchases
·	Intrinsic Evidence: See, e.g., 1:17-22; 1:54-61; 3:10-20	Intrinsic Evidence: See, e.g., 1:17-22; 1:54-61; 3:10-20
	Extrinsic Evidence: See, e.g., Microsoft Press Computer Dictionary, Third Edition 1997 at p. 439	
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ADVANCEME, INC. V. RAPIDPAY LLC ET AL. CIVIL CASE NO. 6:05-CV-424 (LBD) ADVANCEME, INC. V. AMERIMERCHANT LLC CIVIL CASE NO. 6:06-CV-82 (LED)

JOINT CLAIM CONSTRUCTION AND
PREHEARING STATEMENT
PURSUANT LOCAL PATENT RULE 4-3
ATTACHMENT 2

Clause	Proposed Construction and Evidence	First Funds' and AmeriMerchant's Proposed Construction and Evidence
accumulating the payments until a predetermined amount is reached	Proposed Construction: Holding a payment or payments until a predetermined monetary amount is reached	Proposed Construction: Accumulating the payments until a predetermined monetary amount is reached
(Recited in Claims 8 and 17)	Intrinsic Evidence: See, e.g., 2:16-20; 5:38-45	Intrinsic Evidence: See, e.g., 2:16-20; 2:23-25; 5:40-45
·	Extrinsic Evidence: See, e.g., American Heritage College Dictionary, Third Edition 1997 at pp. 9, 1077; The New Webster's Encyclopedic Dictionary of the English Language, 1997 Edition at pp. 6, 524.	•
periodically forwarding (Recited in Claims 9 and	Proposed Construction: Forwarding at intervals defined by time or predetermined amount	Proposed Construction: Forwarding at an interval other than upon every payment
18)	Intrinsic Evidence: See, e.g., 2:20-30; 5:45-48	Intriusic Evidence: See, e.g., 1:23-25; 2:16-25; 5:12-14; 5:45-48
	Extrinsic Evidence: See, e.g., American Heritage College Dictionary, Third Edition 1997 at p.1016; The New Webster's Encyclopedic Dictionary of the English Language, 1997 Edition at p. 496.	·

PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3 ATTACHMENT 2

JOINT CLAIM CONSTRUCTION AND

ADVANCEME, INC. V. RAPIDPAY LLC ET AL.
CIVIL CASE NO. 6:05-CV-424 (LED)
ADVANCEME, INC. V. AMERIMERCHANT LLC
CIVIL CASE NO. 6:06-CV-82 (LED)

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Merchant Money Tree's, Keach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence	Proposed Construction: Any entity other than the customer or the merchant	Intrinsic Evidence: See, e.g., 1:23-25; 1:35-42; 1:62-63; 2:2-7; 2:11-34; 2:41-43; 2:48-53; 5:9-29; 5:38-48; 5:53-58; 6:3-7; 6:12-14; 6:64-67; 7:1-6; '281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6	
AdvanceMe's Proposed Construction and Evidence	Proposed Construction: Payment receiver	Intrinsic Evidence: See, e.g., 1:35 – 42; 2:11-20; 5:14-17; 281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6; '281 Patent File History, 3/17/05 Notice of Allowability, pp. 3-4	Extrinsic Evidence: See, e.g., American Heritage College Dictionary, Third Edition 1997 at p. 1409
<u>Claim Term, Phrase or</u> <u>Clause</u>	third party (Recited in Claims 10, 17,	18 and 19)	

PURSUANT LOCAL PATENT RULE 4-3
ATTACHMENT 2

JOINT CLAIM CONSTRUCTION AND

CIVIL, CASE NO. 6:05-CV-424 (LED)
ADVANCEME, INC. V. AMERIMERCHANT LLC
CIVIL, CASE NO. 6:06-CV-82 (LED) ADVANCEME, INC. V. RAPIDPAY LLC ET AL.

ATTACHMENT 3

ADVANCEME, INC. V. RAPIDPAY LLC ET AL. ADVANCEME, INC. V. AMERIMERCHANT CIVIL CASE NO. 6:06-cv-82 (LED) CIVIL CASE NO. 6:05-cv-424 (LED)

JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3

ATTACHIMENT 3

P.R. 4-3(b) Disputed Terms - Claim Terms Which AdvanceMe, Merchant Money Tree, Reach Financial and AmeriMerchant Agree Should Be Construed Under 35 U.S.C. § 112 ¶6

Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence		ing term(s) contained in the agreed function	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone	Evidence: See, e.g., 2:7-11; 2:38-41; 6:23-29
AdvanceMe's Proposed Structure and Evidence	Agreed Function: "accepting a customer identifier from the customer"	The parties dispute the construction of the following term(s) contained in the agreed function (See Attachment 2): "customer identifier"	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web	Evidence: See, e.g., FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.
Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6	means for accepting a customer identifier from the	customer (Recited in Claim 10)		

Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence	payment to a computerized merchant	ving term(s) contained in the agreed	ing term(s) contained in the agreed function	Defendants' Proposed Structure: Modem and public and/or private network	Evidence: See, e.g., 3:33-36; 6:60-63	
AdvanceMe's Proposed Structure and Evidence	Agreed Function: "electronically forwarding information related to the payment to a computerized merchant processor"	The parties agree on the construction of the following term(s) contained in the agreed function (See Attachment 1): "electronically forwarding" "computerized merchant processor"	The parties dispute the construction of the following term(s) contained in the agreed function (See Attachment 2): "customer identifier"	AdvanceMe's Proposed Structure: input/output device 322	Eyidence: See, e.g., FIG. 3B; 6:18-23; 6:52-63	
Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6	means for electronically forwarding information related to the payment to a	computerized merchant processor (Recited in Claim 10)				

ADVANÇEME, INC. V. RAPIDPAY LLC ET AL. CIVIL CASE NO. 6:05-CV-424 (LED) ADVANCEME, INC. V. AMERIMERCHANT LLC CIVIL CASE NO. 6:06-CV-82 (LED)

JOINT CLAIM CONSTRUCTION AND

13

PURSUANT LOCAL PATENT RULE 4-3
ATTACHMENT 3

s, Reach ds' and 's Evidence		ure:			agreed	ture:	
Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence	nn the merchant"	Defendants' Proposed Structure: Modern	Evidence: <i>See, e.g.,</i> 6:60-63		wing term(s) contained in the	Defendants' Proposed Structure: No structure disclosed	
AdvanceMe's Proposed Structure and Evidence	Agreed Function: "receiving the information related to the payment from the merchant"	AdvanceMe's Proposed Structure: input/output device 306 or telephone or computer or World Wide Web	Evidence: See, e.g., FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60-63.	Agreed Function: "authorizing the payment"	The parties agree on the construction of the following term(s) contained in the agreed function (See Attachment 1): "authorizing the payment"	AdvanceMe's Proposed Structure: one or more computers and/or dedicated electronics programmed or configured to route an authorization request to a card issuer and receive approval of the authorization from the card issuer	Evidence: See, e.g., FIGS. 1A, 3A; 3:30-4:4; 5:58-66; 6:7-11.
Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6	means for receiving the information related to the	(Recited in Claim 10)		means for authorizing the payment	(Recited in Claim 10)		

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JOINT CLAIM CONSTRUCTION AND

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PURSUANT LOCAL PATENT RULE 4-3
-ATTACHMENT 3

Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence	g terms contained in the agreed function	Defendants' Proposed Structure: No structure disclosed		λ,,	ng terms contained in the agreed function	Defendants' Proposed Structure: No structure disclosed
AdvanceMe's Proposed Structure and Evidence	Agreed Function: "settling the payment" The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "settling the payment"	AdvanceMe's Proposed Structure: one or more computers and/or dedicated electronics programmed or configured to submit the amount of the customer's purchase to the card issuer and receive or be credited some amount by the card issuer	Evidence: See, e.g., FIGS. 1B, 3A; 4:27-37; 5:58-66; 6:7-11.	Agreed Function: "forwarding a portion of the payment to the third party"	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "third party"	AdvanceMe's Proposed Structure: input/output device 306
Claim Terms That Should Be Construed Under 35 U.S.C. § 112. ¶6	means for settling the payment (Recited in Claim 10)			means for forwarding a portion of the payment to the	third party (Recited in Claim 10)	

PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3 ATTACHMENT 3

JOINT CLAIM CONSTRUCTION AND

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Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6	AdvanceMe's Proposed Structure and Evidence	Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence
	Evidence: See, e.g., FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60- 63.	
means for accepting a credit card number as the customer	Agreed Function: "accepting a credit card number as the customer identifier"	tifier"
identifier (Recited in Claim 11)	The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): "credit card"	ring terms contained in the agreed function
	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "customer identifier"	ing terms contained in the agreed function
	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone
	Evidence: See, e.g., FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Evidence: See, e.g., 2:7-11; 2:38-41; 6:23-29

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PURSUANT LOCAL PATENT RULE 4-3
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Claim Terms That Should Be Construed Under 35 U.S.C. § 112.¶6	AdvanceMe's Proposed Structure and Evidence	Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence
means for accepting a debit card number as the customer	Agreed Function: "accepting a debit card number as the customer identifier"	ifier"
identities (Recited in Claim 12)	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "debit card" "customer identifier"	ng terms contained in the agreed function
	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone
	Evidence: See, e.g., FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Evidence: See, e.g., 2:7-11; 2:38-41; 6:23-29
means for accepting a smart card number as the customer	Agreed Function: "accepting a smart card number as the customer identifier"	ntifier"
(Recited in Claim 13)	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "smart card" "customer identifier"	ing terms contained in the agreed function
	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone

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Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence	Evidence: See, e.g., 2:7-11; 2:38-41; 6:23-29	dentifier"	owing terms contained in the agreed function	wing terms contained in the agreed function	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone	Evidence: See, e.g., 2:7-11; 2:38-41; 6:23-29	
AdvanceMe's Proposed Structure and Evidence	Evidence: See, e.g., FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Agreed Function: "accepting a charge card number as the customer identifier"	The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): "charge card"	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "customer identifier"	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web	Evidence: See, e.g., FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	
Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6		means for accepting a charge card number as the customer	(Recited in Claim 14)				

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Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence	tion" ing terms contained in the agreed function	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone	Evidence: See, e.g., 2:7-11; 2:38-41; 6:23-29		wing terms contained in the agreed function	ring terms contained in the agreed function	
AdvanceMe's Proposed Structure and Evidence	Agreed Function: "accepting the customer identifier at a merchant location" The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "customer identifier"	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web	Evidence: See, e.g., FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Agree Function: "electronically accepting the customer identifier"	The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): "electronically accepting"	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "customer identifier"	
Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6	means for accepting the customer identifier at a merchant location (Recited in Claim 15)			means for electronically accepting the customer	rdentitier (Recited in Claim 16)		

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PREHEARING STATEMENT
PURSUANT LOCAL PATENT RULE 4-3
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	· · · · · · · · · · · · · · · · · · ·					<u></u>	
Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone	Evidence: See, e.g., 2:7-11; 2:38-41; 6:23-29	mount is reached"	ing terms contained in the agreed function mount is reached"	Defendants' Proposed Structure: No structure disclosed		
AdvanceMe's Proposed Structure and Evidence	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web	Evidence: See, e.g., FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Agreed Function: "accumulating the payments until a predetermined amount is reached"	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "accumulating the payments until a predetermined amount is reached"	AdvanceMe's Proposed Structure: one or more computers and/or dedicated electronics programmed or configured to accumulate payments it receives until a	predetermined amount is reached Evidence: See, e.g., FIGS. 2, 3A; 5:40-43; 5:58-66; 6:7-11.	
Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6			means for accumulating the payments until a	predetermined amount is reached (Recited in Claim 17)			

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Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6	AdvanceMe's Proposed Structure and Evidence	Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence
means for forwarding at least a portion of the accumulated payments to the third party	Agreed Function: "forwarding at least a portion of the accumulated payments to the third party"	ments to the third party"
(Recited in Claim 17)	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "third party"	ng terms contained in the agreed function
-	AdvanceMe's Proposed Structure: input/output device 306	Defendants' Proposed Structure: No structure disclosed
	Evidence: See, e.g., FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60- 63.	
means for periodically forwarding at least a portion of the naturent to the third party	Agreed Function: "periodically forwarding at least a portion of the payment to the third party"	ment to the third party"
(Recited in Claim 18)	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "periodically forwarding" "third party"	ing terms contained in the agreed function
	AdvanceMe's Proposed Structure: input/output device 306	Defendants' Proposed Structure: No structure disclosed
	Evidence: See, e.g., FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60- 63.	

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Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6	AdvanceMe's Proposed Structure and Evidence	Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence
means for forwarding to the third party an amount that is a	Agreed Function: "forwarding to the third party an amount that is a percentage of the obligation"	centage of the obligation"
percentage of the obligation (Recited in Claim 19)	The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): "a percentage of the obligation."	ing terms contained in the agreed function
	The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): "third party"	ng terms contained in the agreed function
	AdvanceMe's Proposed Structure: input/output device 306	Defendants' Proposed Structure: No structure disclosed
	Evidence: See, e.g., FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60-63.	

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JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3 ATTACHMENT 3

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ADVANCEME, INC. V. RAPIDPAY LLC ET AL.

EXHIBIT N

to
ADVANCEME INC.'S OPENING CLAIM
CONSTRUCTION BRIEF

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Third Edition

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Small Computer System Interface \smal kəmpy \overline{oo} tər si`stəm in tər-fās\ n. See SCSI.

small model \smal mod əl\ n. A memory model of the Intel 80x86 processor family that allows only 64 kilobytes (KB) for code and 64 KB for data. See also memory model.

small-scale integration \smallskal in tə-gra'shən\ n. A concentration of fewer than 10 components on a single chip. Acronym: SSI (S'S-I'). See also integrated circuit.

Smalltalk \smal tak\ n. An object-oriented language and development system developed at Xerox Palo Alto Research Center (PARC) in 1980. Smalltalk pioneered many language and user interface concepts that are now widely used in other environments, such as the concept of an object that contains data and routines and onscreen icons that the user can choose to make the computer perform certain tasks. See also objectoriented programming.

smart \smärt\ adj. A synonym for intelligent. See intelligence.

smart cable \smart ka bl\ n. See intelligent cable. smart card \smart k\"ard\ n. 1. In computers and electronics, a circuit board with built-in logic or firmware that gives it some kind of independent decision-making ability. 2. In banking and finance, a credit card that contains an integrated circuit that gives it a limited amount of "intelligence" and memory.

smart linkage \smart` lenk'əj\ n. A feature of programming languages that guarantees that routines will always be called with correct parameter types. See also link (definition 1).

smart quotes \smart' kwots\ n. In word processors, a function that automatically converts the ditto marks (") produced by most computer keyboards to the inverted commas (" and ") used in typeset text.

SMART system \smärt si stəm, S M-A-R-T \ n. Short for self-monitoring analysis and reporting technology system. A system by which technology is used to monitor and predict device performance and reliability. A SMART system employs various diagnostic tests to detect problems with

devices, with the object of increasing productivity and protecting data.

smart terminal \smärt` tər'mə-nəl\ n. A terminal that contains a microprocessor and random access memory (RAM) and that does some rudimentary processing without intervention from the host computer. Compare dumb terminal.

SMDS $\S M-D-S \ n$. Acronym for **S**witched **M**ultimegabit Data Services. A very high-speed, switched data transport service that connects local area networks and wide area networks through the public telephone network.

smiley \smī'lē\ n. See emoticon.

S/MIME \S'mīm, S'-M-I-M-E'\ n. Acronym for Secure/Multipurpose Internet Mail Extensions. An Internet e-mail security standard that makes use of public key encryption. See also public key encryption.

SMIS \S'M-I-S'\ n. Acronym for Society for Management Information Systems. See Society for Information Management.

smoke test \smok' test\ n. The testing of a piece of hardware after assembly or repairs by turning it on. The device fails the test if it produces smoke, explodes, or has some other unexpected violent or dramatic reaction, even if it appears to work.

smooth \smooth\ vb. 1. To eliminate irregularities in statistical data by some process such as continuous averaging or by removing random (irrelevant) values. 2. In graphics, to remove jagged edges from a figure or line. See also anti-aliasing.

SMP $\S'M-P' \ n$. Acronym for symmetric multiprocessing. A computer architecture in which multiple processors share the same memory, which contains one copy of the operating system, one copy of any applications that are in use, and one copy of the data. Because the operating system divides the workload into tasks and assigns those tasks to whatever processors are free, SMP reduces transaction time. See also architecture, multiprocessing.

SMP server SM-P' sər-vərn. Short for symmetric multiprocessing server. A computer that is designed with the SMP architecture to improve its performance as a server in client/server applications. See also SMP.

SMT \S`M-T'\ n. See surface-mount technology. **SMTP** \S M-T-P \n See Simple Mail Transfer Protocol.

EXHIBIT O

to
ADVANCEME INC.'S OPENING CLAIM
CONSTRUCTION BRIEF

THE AMERICAN HERITAGE® COLLEGE DICTIONARY

THIRD EDITION



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heavy or viscous consistent heavy or viscous consistency, ounding. 6. Impenetrable by the r understand; indistinctly articulated sounds. 8. Nopicuous: a thick broque. 9. Inty, stupid.—10. Informal: Very, supid.—10. Informal: Very al. Going beyond what is toler thick manner; deeply or heaver arrangement; densely, 3. So the bread thick.—n. 1. The nive or intense part.—1dom. times. IME thicke < 0E thick nive or intense part. — Idlom, times, [ME thicke < OE thicce, — thick' ly adv. v. -ened, -en-ing, -ens. 1. To zer. Z. To make or become more — thick' lenser v.

thick/en·er n.

... The set or process of making al used to thicken. 3. A thick.

te growth of shrubs or under-suggestive of a dense growth of iccet < thicce, thick. See THICK, person regarded as stupid; a · clabber.

clabber,
quality or condition of being
ten two surfaces of an object,
st measure. 3. A layer, sheet,
a single thickness of concrete,
faving a solid stocky form or
placed closely together.

3. Largely unaffected by the
cole, insensitive.

ople; insensitive.

j. Stupid; dull.

· One who steals, esp. one who saith. [ME < OE theof.]
2d, thiev ing. thieves. To take r theft. [Perh. < OE theofian <

es. Thieving. n to thieving. Z. Of, similar to,

the human leg between the hip nding part of the hind leg of a animal. 2. The second segment tible and fibula. 3. The femur theoh. See teus-*.

ernur 1.
ils) n. See stereotaxis 2. [Gk., to touch; see dheigh.*) +
ik! ik) adj.

ra-piz'am) n. The turning or sm upon direct contact with a igma, touch; see thegmotaxs + (thig'ma-trop'lk, -tro'pik) long shafts between which an g a wagon. (ME thille, perh. <

all cup made of metal, plastic, worn to protect the finger that Any of various tubular sockets ut. a. A metal ring fitted in an b. A metal ring around which imbil, alteration of OE thymel, ia, thumb. See teus-*.]
'è) n. 1. Any of several North

us parviflorus, R. occidentalis, ily, having thimble-shaped agny of these plants.

n. 1. A very small quantity.

can hold.

can hold.

ames. — n. 1. See shell game
mblerig. — tr.v. -rigged, -rigr at if with a thimblerig.

i') n. Any of several North
Anemone, having cylindrical

o Thim phu (-p66'). The cap. E Himalaya Mts. Pop. 8,982 n. A cream-colored crystalline as a local antiseptic. [710(0)-

tare).]
nest. 1.a. Relatively small is opposite, usu. in the smallest in diameter or cross section, der in form, build, or statute; sparse. b. More rarefied than the statute of the statute of the statute. with relative ease; not viscous d or provided; scanty: a this stance; flimsy. 7. Lacking relating radiance or intensity.

9. Not having enough photographic density or contrast to make satisfactory prints. Used of a negative. —adv. 1. In a thin manner. 2. So as to be thin: Cut the cheese thin. —tr. & pir.u. thinned, thin-ring, thins. To make or become thin or thinner, [ME < OE thynne, See ten-*]—thin iy adv. —thin ness n: —thin ish adj. —thin pron. (used with a sing. or pl. u.) Used to indicate the one or ones belonging to thee. —adj. A possessive form of thou!. Used instead of thy before an initial vowel or h: thine orchard. [ME < OE thin. See tu-*] thing (thing) n. 1. An entity, an idee, or a quality perceived, known, or thought to have its own existence. 2.a. The real or concrete substance of an entity, b. An entity existing in space and time. c. An inanimate object, 3. Something referred to by

known, or thought to have its own existence. 2.a. The real or concrete substance of an entity. b. An entity existing in space and time. c. An inanimate object. 3. Something referred to by a word, a symbol, a sign, or an idea; a referent. 4. A creature; poor thing. 5. An individual object: There wasn't a thing in sight. 6.a. Law. That which can be possessed or owned. Often used in the plural: things personal. b. things. Possessions, belongings: packed her things. c. An article of clothing. Put on your things. 7. things. The equipment needed for an activity or a special purpose: cleaning things. 8. An object or entity that is not or cannot be named specifically. 9.a. An act, deed, or work. b. The result of work or activity: always building things. 10. A thought, a notion, or an unterance. 11. A piece of information. 12. A means to an end; just the thing to increase sales. 13. An end or objective. 14. A matter of concern. 15. A turn of events; a circumstance. 16.a, things. The general state of affairs; conditions, b. A particular state of affairs; a situation. 17. Informal. A persistent illogical feeling, as a desire or an aversion; an obsession: has a thing about reafood. 18. Informal. The latest fad or fashion; the rage. 19. Slang. An activity uniquely suitable and satisfying to one do your own thing. — talloms. Itirst thing. Informal. Right away; before anything else. see (or hear) things. To have hallucinations. Sure thing. unma-bob (hing'o-mo-bbb') also thing uni-bob (hing'o-mo-bb'). Informal. A thingamaig. [Alteration of thingumbob: thingum (< runsc) + so2.] thing'a-mo-lig') n. Informal. Something difficult to classify or whose name has been forgotten or is not known. [Alteration of obsolete thing. un (< runsc) + pc.]
inling-in-theself (thing'in-it-self/) n., pl. thingis-in-them.

formal. Something difficult to classify or whose name has been forgotten or is not known. [Alteration of obsolete thing-um (< rmsol) + yz.]

lithing-in-it-self (thing/in-it-self/) n., pl. things-in-themselves (thingz/in-thèm-selve/). Philos. See noumenon 2. lithin (thingz/in-thèm-selve/). Philos. See noumenon 2. lithin (thingz) v. thought (thôt), think-ing, thinks. - tr. 1. To have or formulate in the mind. 2.a. To reason about or reflect on; ponder: Think it through. b. To decide by reasoning, reflection, or pondering. 3. To judge or regard; look upon: I think it fair. 4. To believe; suppose. 5.a. To expect; hope. b. To intend. 6. To call to mind; remember. 7. To visualize; imagine. 8. To devise or evolve; invent: thought up a plan. 9. To bring into a given condition by mental proccupation. 10. To concentrate one's thoughts on. -intr. 1. To exercise the power of reason, as by conceiving ideas, drawing inferences, and using judgment. 2. To weigh or consider an ideat thinking about moving. 3.a. To bring a thought or an image to mind. 4. To believe; suppose. 5. To have care or consideration. 6. To dispose the mind in a given way: Do you think sof -adj. Informal. Requiring much thought to create or assimilate. - it. The act or an instance of deliberate or extended thinking; a meditation. -Idloms. come to think of it. Informal. When one considers the matter; on reflection. think aloud (or out loud). To speak one's thoughts andibly. think nothing of. To give little consideration to; regard as routine or usual think twice. To weigh something carefully. [ME themben < OE themcan. See tong.*]

lithink-a-ble (thing/k-b-bi) adj. Possible to consider or be considered; conceivable. —think's aby adv.

lithink '-b ble (thing/k-b-b) adj. Possible to consider or be considered; conceivable. —think's topy adv.

lithink '-b ble (thing/k-b-b) adj. Possible to consider or be considered; conceivable. —think's regardound in the considered. —think's reasons in a certain way: a careful thinker.

lithink '-b ble (thing/k-b-b) adj. Possib

think ing (thing king) n. 1. The act or practice of one that thinks; thought. 2. A way of reasoning; judgment. — adj. Marked by thought or thoughtfulness; rational. It is thinking cap n. A state in which one thinks, esp. carefully. It is thinking cap n. A state in which one thinks, esp. carefully. It is provided in the state in the present opinions. It is a set think tank also think-tank (thingk tank) n. A group or an institution for intensive research and problem solving, esp. in technology, social or political strategy, or armament. It is not thin in the intensive research and problem solving, esp. in technology, social or political strategy, or armament. It is not thin fail n. A liquid, such as turpendine, mixed with peint or varnish to reduce its viscosity. It is not reduce its viscosity is not reduce its viscosity. It is not reduce its viscosity is not reduce its viscosity. It is not reduce its viscosity. It is not reduce its viscosity is not reduce its viscosity. It is not reduce its viscosity is not reduce its viscosity. It is not reduce its viscosity is not redu

thi.o.cy.an.ic acid (thi/o.si.an/ik) n. An unstable colorless liquid, HSCN, used in the form of esters as an insecticide.
Thi.o.koi (thi/o.koi/, .koi/, .koi/). A trademark used for any of various polysulfide polymers in the form of liquids, water

dispersions, and rubbers used in seals and scalants.

this of (thi of . - 61', -61') in See mercaptan.

this on ref. Sultur thionic, (5 Gk. theion, sulfur.)

this on ic (this on the dispersion of de-

thi-on-ic (thi-on-ik) adj. Ot, resumn to, commune, or acrived from sulfur.
thi-o-nyl (thi-o-nil') n. See sulfinyl.
thi-o-pen-tal sodium (thi-o-pen-tal', -101') n. A yellowish-white hygroscopic powder, C₁₁H₁₇N₂O₂SNa, injected intravenously as a general anesthetic and used in psychotherapy to induce a relaxed state. [TMO-+ FENT(ORASHI)AL SODIMA.]
thi-o-phene (thi-o-fen') n. A colorless liquid, C₄H₄S, used as a solvent. [TMO-++-phene (var. of MENO-).]
thi-o-sulf-fate (thi-o-sulf-fat') n. A salt or an ester of thio-sulf-fate (thi-o-sulf-fat') n.

sulfuric acid. thi+o-sul-fu-ric acid (thi/ō-sŭi-fyōōr/lk) n. An unstable acid,

H₂S₂O₃, formed by replacement of an oxygen atom by a sulfur atom in sulfuric acid.

hur atom in suffuric acid.

thi*o*ur*a*coll (thi*O*yōōr*o*sil*) n. A crystalline compound,

C4H4N2OS, that interferes with the synthesis of thyroxine,
used to reduce the action of the thyroid gland.

thi*o*u*re*a* (thi*O*yōō*rē*o*) n. A lustrous crystalline compound, (NH2)2CS, used as a developer in photography and
photocopying and in various organic syntheses.

Thi*ra (thir*o, thē*rā). Formeiry San*to*ni (sān*to-tēn*). A
volcanic island of SE Greece in the S Cyclades Is. N of Crete.

volcanic island of SE Greece in the S Cyclades Is. N of Crete third (thurd) n. 1. The ordinal number matching the number three in a series. 2. One of three equal parts. 3. Mus. a. An interval of three degrees in a diatonic scale. b. A tone separated by three degrees from a given tone, esp. the third tone of a scale. 4. The transmission gear or gear ratio for forward speeds next higher to those of second in a motor vehicle. 5. Baseball. Third base. 6. thirds. Merchandise whose quality is below the standard set for seconds. [ME thridde, therdde, third context of the seconds. [ME thridde, therdde, third base n. Baseball. 1. The third of the bases on the diamond counterclockwise from home plate. 2. The position played by the third baseman.

third < OE thridda. See trel.*.] — third adv. & adj. third base n. Baseball. 1. The third of the bases on the diamond counterclockwise from home plate. Z. The position played by the third baseman.

third baseman n. Baseball. The infielder near third base. third class n. 1. A class of mail in the U.S. postal system including all printed matter, except newspapers and magazines, that weighs less than 16 ounces and is unsealed. Z. Accommodations, as on a ship or train, of the third and usu. lowest order of luxury and price. — third'-class' adv. & adj. third degree n. Mental or physical torture used to obtain information or a confession from a prisoner.

third-de-gree burn (thûrd'di-grē') n. A severe burn in which the skin and underlying tissues are destroyed.

third dimension n. 1. The quality of seeming real or lifelike. — third'-di-men'slon-al (thûrd'di-me'sh-mi) adj. third eyelld n. See nictitating membrane.

third of near A group of people or nations that mediates between two opposed groups, such as hostile nations. third-hand (thûrd'hānd') adj. 1. Acquired from or through two intermediate sources: a thirdhand report. 2.a. Previously used by two other owners. b. Dealing in merchandise previously used by two other owners. - third'hand' adv. third's) adv. In the hird place, rank, or order. Third Order (thûrd) n. Rom. Cath. Ch. A confraternity of laypersons associated with a religious order.

third party n. 1. A political party organized as opposition to the existing parties in a two-party system. 2. One other than the principals involved in a transaction.

third party n. 1. A political party organized as opposition to the existing parties in a two-party system. 2. One other than the principals involved in a transaction.

third all n. The rail that supplies the high voltage to power a train on an electric railway.

third-stream (third'stre') adj. Of third quality or value, esp. of less quality or value than second-rate.

third-stream (third'stre') adj. Of third quality or value, csp. of less quality or value than

— intr.u. thirst-ed, thirst-ing, thirsts. 1. To teel a need to drink. 2. To have a strong craving; yearn. [ME < OE thurst. See ters-*.] — thirst-en.
thirst-y (thir-int) adj. i-en. i-est. 1. Desicing to drink. 2. Aridy parched. 3. Craving something. 4. Very absorbent: a thirsty sponge. — thirst-i-ly adv. — thirst-i-ess n.
thir-teen (thur-ten) n. 1. The cardinal number that is equal to the sum of 12 + 1. 2. The 13th in a set or sequence. 3. Something having 13 parts, units, or members. [ME thyrtene, al-

1409

thine

thirteen



oi bov oo took ä father ão bãot ë pet ë be I plt ŭ cut or urge th thin î ple îr pier ŏ pot ô toe th this hw which a about.

Stress marks: / (primary); / (secondary), as in dictionary (dik/sho-něr/e)